

SUSTAINABLE INNOVATIONS DEVELOPMENT COMPANY LLC INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "**Agreement**") is effective as of _____, 20__ by and between _____, an individual (hereinafter "**Contractor**") and Sustainable Innovations Development Company, LLC,. (hereinafter "**Company**") (collectively referred to as the "**Parties**" and each a "**Party**").

WHEREAS, Company and Contractor desire to enter into a business relationship upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of performance under this Agreement shall begin as of _____, 20__ and shall continue indefinitely until this Agreement is terminated according to the terms of the paragraph below entitled Termination (the "**Term**").
2. **Affiliate Program.** Contractor will be provided an affiliate code for commission and residual income. The affiliate code may only be used by Contractor while this Agreement is in effect and as long as Company maintains its Affiliate Program. The affiliate code may be linked to one or more discount codes or embedded in an application or website as mutually agreed by Parties and may be promoted at the sole discretion and expense of the Contractor.
3. **Compensation.**
 - a. **Commission.** Company hereby agrees to pay Contractor a commission as compensation for Services rendered to Company under this Agreement. The commission rate is set at five percent (5%) of the gross sale for wholesale sales, and twenty percent (20%) of the gross sale for direct sales through the buckbeeweed.com website. The commission rate may be adjusted from time to time by Company, in its sole discretion.
 - b. **Pay Period.** Contractor will be paid upon completion of the Services. The pay period may be adjusted from time to time by Company, in its sole discretion.

- c. **Business Expenses.** Company will reimburse Contractor for all reasonable and properly documented business expenses that are necessarily incurred in connection with carrying out Contractor's duties and responsibilities and approved in advance by Company in accordance with Company's expense reimbursement policies.
4. **Benefits.** Contractor may at Contractor's expense choose to join a health insurance plan offered by the Company. This Agreement is for the sole benefit of Contractor and Company and is not intended to create a benefit plan or to modify the terms of existing plans. Any benefit plan contemplated by this Agreement shall be governed solely by the terms of the underlying plan documents and by applicable law. Nothing in this Agreement shall impair Company's right to amend, modify, replace, or terminate any and all such plans in its sole discretion, as provided by law, or to terminate this Agreement in accordance with its terms.
5. **Contractor Services.** Contractor is being hired by Company as an Account Representative who will serve as the Company's sales representative for its customers and clients (collectively "Accounts") in identifying their needs and problems in order to promote appropriate Company products and services. Contractor Services (the "Services") to be performed under this Agreement shall include:
- Manages and grows new and existing Accounts.
 - Sells additional Company products and services to Accounts.
 - Builds and maintains effective professional relationships with Accounts.
 - Contacts and visits Accounts to help them better understand Company products and services.
 - Accurately log, track and maintain Accounts in Company CRM.
 - Handles queries about Company products and services.
 - Builds up detailed knowledge about the Company products and services.
 - Promotes Company products and services at industry trade shows and events.
 - Educates Accounts on Company products and services.
 - Meets Accounts needs, offers options, resolves problems, and follows up with Accounts.
 - Maintains knowledge of Company products available including dosage, variety, usage, and pricing.
 - Ensures sufficient and relevant information for each order is provided to agreed standards.
 - Works with wider team to resolve problem orders.
 - Ensures accurate handling of money from completed sales.
 - Promotes Company products and services on Social Media
 - Ensures high levels of customer satisfaction through excellent service.
 - Follows all Company policies and procedures.

Contractor is responsible for determining the method and means of performing the Services, subject to the parameters, specifications, objectives, and timeline given by Company. Contractor acknowledges that by virtue of Contractor's position and responsibilities, Contractor will have fiduciary duties to Company and a duty of loyalty to Company and will, at all times, act in a manner consistent with these duties and abide by Company's reasonable rules, regulations, instructions, and directions.

6. **Extent of Services.** During this Agreement, Contractor shall devote so much of his or her time, energy, and attention to the benefit and business of Company as the Contractor chooses to reasonable perform Contractor's duties pursuant to this Agreement. Any outside work or employment engaged in by Contractor must not interfere or conflict with Contractor's ability to properly perform the Services or conflict with any provision of this Agreement. Nothing in this Agreement shall be construed as limiting Contractor's right to invest his or her money in real estate, stocks, or other such investments requiring limited maintenance and that do not take any significant amount of Contractor's time, energy, and attention away from Contractor's duties to Company.
7. **Relationship of the Parties.** Contractor is an independent contractor, not Company's employee, and nothing in this Agreement shall create an employment, agency, joint venture, or partnership relationship between the Parties. In addition, nothing in this Agreement shall require the Parties to provide one another with confidential information or trade secrets (as defined below) in their respective possession.
8. **No Authority.** Unless Company otherwise gives its prior written authorization, Contractor shall have no authority to act as agent for Company, to represent Company, or bind Company in any manner.
9. **Subcontractors.** Without prior written consent from Company, Contractor may not use subcontractors to perform the Services--such consent not to be unreasonably withheld by Company.
10. **Termination**
 - a. **At-Will Contractor.** Contractor is an at-will contractor and, as such, either Party may terminate this Agreement at any time, with or without cause, by providing the required notice. This Agreement shall also terminate as follows: (i) upon the death of Contractor; (ii) upon Company dissolving, becoming insolvent, filing bankruptcy, or ceasing all business operations; or (iii) sale of the business of either Party.
 - b. **Notice Required.** Where this Agreement is terminated due to Contractor breaching a provision of this Agreement or other just cause, Company may terminate this Agreement at any time, with or without notice, as permitted by

applicable law. Otherwise, Contractor must give Two weeks prior written notice, and Company must give Two weeks prior written notice, of intent to terminate this Agreement without cause. If any minimum notice required by law under the circumstances is greater than the notice required under this paragraph, notice will be provided in accordance with such applicable law.

- c. **Exit Interview.** If Company so chooses, Contractor will be required to conduct an exit interview and/or write an exit memorandum upon termination of this Agreement.

11. **Obligation of Confidentiality**

- a. **Confidential Information.** "**Confidential Information**" means any and all information which is possessed by or developed for Company and which relates to Company's existing or potential business or technology, which information is generally not known to the public, and which information Company seeks to protect from disclosure to its existing or potential competitors or others, and includes, without limitation, for example: business plans, business strategies, business know-how and techniques, marketing plans, and the identities and business preferences of current or prospective Accounts, partnerships, suppliers, customers, clients or vendors. Confidential Information also includes information received by Company from others that Company has an obligation to treat as confidential. Confidential Information includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.
- b. **Trade Secrets.** "**Trade Secrets**" means all information possessed by or developed for Company, including, without limitation, a product, compilation, program, device, method, system, technique, formula, pattern, process, or Accounts to which all of the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.
- c. **Non-Disclosure.** Except as required in the conduct of Company's business or as expressly authorized in writing on behalf of Company, during this Agreement Contractor shall not use or disclose, directly or indirectly, any Confidential Information or Trade Secrets to any unauthorized third parties. This obligation of non-disclosure shall continue after the termination of this Agreement indefinitely or for the maximum amount of time permitted by applicable law. This prohibition does not apply to Confidential Information after it has become generally known in

the industry in which the Company conducts its business. This prohibition also does not prohibit Contractor's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the use or disclosure of Confidential Information or Trade Secrets. Finally, Contractor will not disclose to Company, use in Company's business, or cause Company to use, any Confidential Information or Trade Secrets belonging to others. These restrictions apply to all Confidential Information and Trade Secrets regardless of the format (hard copy, electronic, or otherwise) or location in which they are created or maintained, including, but not limited to, all computers that Contractor may possess or have access to in or away from Company's offices.

- d. Reverse Engineering.** At no time during or after this Agreement is in effect may Contractor directly or indirectly attempt to reverse engineer, reconstruct, or independently derive any of Confidential Information or Trade Secrets.
 - e. Exceptions.** This Agreement shall not prohibit any disclosure that is required by law or court order, provided that Contractor has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Company is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Contractor's disclosure of Confidential Information or Trade Secrets in the event Company has given Contractor express prior-written permission to do so. This Agreement does not prohibit disclosure of Confidential Information or Trade Secrets after they have become generally known in the industry in which Company conducts its business or prohibit Contractor's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the disclosure of Confidential Information or Trade Secrets.
 - f. Irreparable Harm.** Contractor acknowledges that Company engages in a competitive business and has or will expend significant sums of money and time to develop and use its Confidential Information and Trade Secrets. Contractor further acknowledges that Company would suffer irreparable harm, loss, and damage if its Confidential Information and Trade Secrets were disclosed to a non-Party.
- 12. Work Product.** To the extent not contrary to applicable state law, Contractor acknowledges and agrees that any and all Accounts, inventions; discoveries; improvements; trademarks; copyrightable work, including any social media contacts obtained for or on behalf of Company, or other intellectual property created, produced, designed, or developed, in whole or in part, individually or jointly with others, during this Agreement, which are directly or indirectly within the scope of Company's past, current, or planned future operations, are Company's exclusive property, and shall be immediately

disclosed and assigned to Company. Contractor further agrees that any and all such applicable items are works made for hire for Company within the definition of Section 101 of Title 17 of the United States Code, or any successor provision, and any corresponding state law provisions. To the extent the above-described intellectual property is not considered a work made for hire under the applicable law, Contractor agrees to, without further consideration, assign to Company all right, title, and interest in such intellectual property and assist Company in every way, including waiving any moral rights that Contractor may obtain, at Company's expense, to secure, maintain, and defend for Company's benefit, copyrights and any extensions and renewals thereof on any and all such work including translations thereof in any and all countries, such work to be and remain the property of Company whether copyrighted or not. Contractor's above obligations to Company shall be continuous and ongoing and shall survive the termination of this Agreement. The provisions of this paragraph shall apply in all cases except where Contractor receives Company's express prior written consent otherwise or if prevented by applicable law.

13. **Return of Company Property.** Upon termination of this Agreement, for any reason, or at any other time that Company may so request, Contractor shall immediately deliver to Company all company and/or client property and/or information, including, but not limited to, all equipment, telephones, credit cards, keys, software, manuals, passwords, financial and tax documents, memoranda, letters, files, records, papers, notes, lists, computer programs, reports, books, and all other documents (and all copies thereof) in Contractor's possession, custody, and/or control.
14. **Non-Competition.** During this Agreement and continuing for 1 year after the termination of this Agreement, Contractor shall not directly or indirectly engage in, own, manage, operate, or control, as an employee, officer, director, partner, manager, consultant, agent, owner, or in any other capacity, any business similar to Company's or engage in any activities that would have the direct or indirect effect of competing with Company's operations within any city, parish, municipality, or similar division where Company produces, sells, or markets its goods and services. Examples of prohibited competition include, without limitation, providing Contractor's money, advice, or other support to any of Company's competitors.
15. **Non-Solicitation.** Acknowledging that any interference with Company's employees or business relationships would be harmful to Company, during this Agreement and for a period of 1 year subsequent to termination of this Agreement for any reason, Contractor shall not, without Company's prior written consent, directly or indirectly:
 - a. solicit or contact any of Company's employees, associates, or consultants, full-time or part-time, for the purpose of inducing them to end their employment or association with Company to Company's detriment or take any action which would have such effect;

power, remedy, or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy, or privilege. Company's waiver of a breach of any provision of this Agreement by Contractor shall not be considered as a waiver of rights with respect to any subsequent breach by Contractor.

21. **Severability.** The Parties have attempted to limit the non-disclosure, non-competition, and non-solicitation provisions so that they apply only to the extent reasonably necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement, and the remaining provisions shall continue to be valid and enforceable according to the intentions of the Parties. However, if a court or arbitration panel finds that any provision of this Agreement is invalid or unenforceable as currently written, but that by rewriting or limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as is necessary to further the intent of the Parties to the maximum extent permitted by law.
22. **Binding Effect; Assignment.** The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Company. This Agreement is a personal services contract and the rights, obligations, and interests of Contractor hereunder may not be sold, assigned, transferred, pledged, or hypothecated.
23. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification, or discharge is sought.
24. **Time of Essence.** Time is of the essence in this Agreement.
25. **Headings.** Headings for the paragraphs herein are for convenience only and shall not be construed in interpreting this Agreement.
26. **Construction.** Words and terms in this Agreement shall be construed in both the feminine and masculine, where applicable, and both single and plural, where applicable.
27. **Governing Law and Venue.** To the extent not inconsistent with applicable law, Contractor acknowledges and agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
28. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one

Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent shall be considered valid representations of that Party's signature.

Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by email, must receive a confirmation receipt and if sent by certified or registered mail, first class, return receipt requested, to the Parties at the following addresses or any other address so specified in writing by a Party:

COMPANY ADDRESS

Sustainable Innovations, Inc.
6755 Weaver Road, Suite A55
Rockford, IL 61114
ECarlson@SustainInnovate.com

CONTRACTOR ADDRESS

29. Additional Terms and Conditions. The Parties further agree to the following terms and conditions:

- a. Contractor is responsible for setting his/her own hours and utilizing their own equipment for all Services.
- b. Contractor is solely responsible for all Local, State and Federal Taxes. Company does not pay any taxes or perform any withholdings on behalf of Contractor.
- c. Contractor shall have and maintain all licenses and insurances as required by law.

30. Acknowledgments. Contractor acknowledges, understands, and accepts:

- a. Contractor's obligations under this Agreement;
- b. that Contractor freely enters into this Agreement;
- c. that Contractor has the right to seek independent advice at Contractor's expense or to propose modifications prior to signing the Agreement and has negotiated proposed modifications to the extent Contractor deems necessary;
- d. that the covenants made by and obligations imposed upon Contractor hereby, including any and all covenants regarding confidentiality, non-competition, and non-solicitation, and ownership of intellectual property, are fair, reasonable, and minimally necessary to protect the legitimate business interests of Company, and such covenants and obligations will not place an undue burden upon Contractor in the event of termination of Contractor's contract with Company and the strict enforcement of the covenants contained herein;

- e. that the above restrictions are not intended to deprive Contractor of an opportunity to earn a living in the same profession as that of Company. Rather, Contractor agrees to abide by the above restrictions in recognition of Company's legitimate and reasonable objective to protect its business interests and client relationships;
- f. that Contractor shall be a contractor at-will and that either Contractor or Company may end the business relationship at any time and for any reason;
- g. that Contractor has been provided with good and valuable consideration in return for the execution of this Agreement; and
- h. THAT CONTRACTOR HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY, CONTRACTOR AND COMPANY EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW.

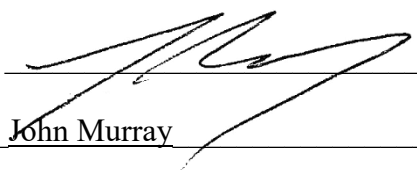
CONTRACTOR

Signed: _____ Date: _____

Name: _____

Title: _____

COMPANY

Signed:  _____ Date: 12-15-2020

Name: John Murray

Title: CEO & President

EXHIBIT A - ARBITRATION

1. In consideration of the benefits described in the INDEPENDENT CONTRACTOR AGREEMENT (the "**Agreement**") effective as of _____, 20____ by and between _____, an individual (hereinafter "**Contractor**" or "**You**"), and Sustainable Innovations Development Company, LLC (hereinafter "**Company**") (collectively the "**Parties**" and each a "**Party**"), along with Company's subsidiaries, parents, joint ventures, affiliated entities, and including its successors and assigns or any such related entities on the same date hereto and into which this Exhibit A is incorporated, **Company and Contractor hereby agree that any controversy or claim arising under federal, state, and local statutory or common or contract law between Company and Contractor involving the construction or application of any of the terms, provisions, or conditions of the Agreement, including, but not limited to, breach of contract, tort, and/or fraud, must be submitted to arbitration on the written request of either Party served on the other. Arbitration shall be the exclusive forum for any such controversy.**
2. If any claim or cause of action at law or in equity is filed by either Party in any state or federal court which results in arbitration being compelled and/or the claim or cause of action being dismissed, stayed, and/or removed to arbitration pursuant to this Agreement, the Party who instituted the claim or cause of action in state or federal court, either wholly or in substantial part, shall, at the discretion of the arbitrator(s), reimburse the respondent for its reasonable attorney's fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled, related to the state or federal court claim or action.
3. Including the initial filing fee, the cost of arbitration shall be borne by the claimant. If an arbitration or any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party, either wholly or in substantial part, shall, at the discretion of the arbitrator, be entitled to its reasonable attorney's fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled.
4. All claims shall be submitted to and administered by the American Arbitration Association's Case Management Center located closest to Company's principal place of business.
5. The arbitration shall comply with and be governed by the American Arbitration Association's Commercial Arbitration Rules (hereinafter "**Rules**") effective as of the execution date below, to the extent such Rules are not contrary to the express provisions of this Agreement. The Parties also agree that the American Arbitration Association's

Optional Rules for Emergency Measures of Protection ("**Emergency Rules**") shall apply to proceedings brought by either Party. The Rules and Emergency Rules can be found at the American Arbitration Association's website by following the links at <https://www.adr.org>. You acknowledge that you should read these Rules and Emergency Rules and that it is your responsibility to be familiar with them prior to signing the Agreement. If you are unable to access the Rules and/or Emergency Rules at the above website, you can request a copy of them from a Company official prior to signing the Agreement.

6. The Parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois exclusively and without reference to principles of conflict of laws. The Federal Arbitration Act ("**FAA**") will supersede state laws to the extent inconsistent. Any claim involving the construction or application of this Agreement must be submitted to arbitration within the statute of limitations period for such claim under Illinois state law and shall be dismissed if the statute of limitations period is not met. The arbitrator(s) shall have no authority to apply the law of any other jurisdiction.
7. Any dispute shall be heard and determined by one arbitrator, unless both Parties mutually consent in writing signed by Contractor and an authorized representative of Company to a panel of three (3) arbitrators. Unless both Parties mutually consent otherwise, the Parties agree and request that the arbitrator(s) issue a reasoned award in accordance with Commercial Arbitration Rule R-42(b).

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

CONTRACTOR

Signed: _____ Date: _____

Name: _____

Title: _____

COMPANY

Signed:  _____ Date: 12-15-2020

Name: John Murray

Title: CEO & President